



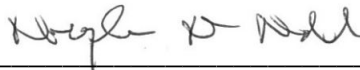
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 26, 2019


United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	
	§	Chapter 11
	§	
Senior Care Centers, LLC, <i>et al.</i> , ¹	§	Case No. 18-33967 (BJH)
	§	
Debtors.	§	(Jointly Administered)

**FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING THE FINAL
ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL, (II) GRANTING
ADEQUATE PROTECTION, (III) MODIFYING THE AUTOMATIC STAY,
(IV) SETTING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF
RELATING TO USE OF KEYBANK, N.A.'S CASH COLLATERAL**

Upon the motion (the "Motion") [Doc. No. 476] of the KeyBank Debtors (defined herein) and by agreement with KeyBank, N.A. ("Lender"), memorialized in the Agreed Final Order (i) Authorizing the Use of Cash Collateral, (ii) Granting Adequate Protection, (iii) Modifying the Automatic Stay, and (iv) Granting Related Relief Relating to the Use of KeyBank, N.A.'s Cash Collateral (the "Final Order") [Doc. No. 561]; the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b); and the Court having found that this matter is a core

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, is attached hereto as Exhibit 1.

proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court having found that venue of this proceeding and the Final Order in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief set forth in the Final Order is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Final Order has been given, under the circumstances, and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND THAT:²

A. On December 4, 2018 (the “Petition Date”), the Debtors filed petitions for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”).

B. Since the Petition Date, the Debtors have continued in the management and operation of their businesses and property as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

C. Debtors PM Management – Killeen I NC, LLC, PM Management – Killeen II NC, LLC, PM Management – Killeen III NC, LLC (collectively, the “Subtenants”) are operators of senior care facilities known as The Rosewood Retirement Community, Indian Oaks Living Center, and Hill Country Rehab and Nursing Center (collectively, the “Facilities”). The Subtenants sublease the Facilities from Debtor PM Management – Portfolio VIII NC, LLC (the “Master Tenant” and together with the Subtenants, the “KeyBank Debtors”), who in turn has leased the

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Facilities from their owners, HC-RW Associates, Ltd., H-C Associates, Ltd., and HC Hill Country Associates, Ltd. (collectively, the “Borrowers”).

D. The KeyBank Debtors stipulate and agree that the Subtenants are operators of skilled nursing facilities located on real property owned by the Borrowers, which were financed by the Lender in conjunction with programs run by the U.S. Department of Housing and Urban Development (“HUD”) and insured by HUD. The KeyBank Debtors stipulate and agree that the KeyBank Debtors and the Borrowers are each parties to regulatory agreements with HUD (collectively the “Regulatory Agreements,” each a “Regulatory Agreement”). The KeyBank Debtors stipulate and agree that the Subtenants are parties to operator Regulatory Agreements, the Master Tenant is a party to a master tenant Regulatory Agreement, and the Borrowers are parties to Borrower Regulatory Agreements. The KeyBank Debtors stipulate and agree that they are obligated under the Regulatory Agreements and are subject to applicable HUD statutes, regulations, rules, policies and procedures.

E. The KeyBank Debtors stipulate and agree that certain loans made by Lender to the Borrowers are secured by assignments of the rents, leases, and revenue from the KeyBank Debtors, as well as security interests in and liens against the Subtenants’ (i) fixtures, furniture, equipment, and other goods and tangible personal property, (ii) licenses, permits, government receivables accounts, government payments and other healthcare assets, (iii) funds, monies, securities whether in escrow, lock boxes, depository, blocked accounts, or otherwise, (iv) accounts, accounts receivable, general intangibles, chattel paper, instruments, rights to payment, inventory, goods, cash, cash proceeds, bank accounts, deposit accounts, (v) all security or other deposits; and (vi) all products and proceeds of the foregoing (as further defined and described in the Lease and Security Documents).

F. The KeyBank Debtors stipulate and agree that they are obligated under the master lease agreement, sublease agreements, security agreements, instruments, operator and regulatory documents listed on Exhibit 2 hereto (collectively, the “Lease and Security Documents”) to the extent that they are a party to such Lease and Security Documents. Any and all monetary and nonmonetary obligations of the KeyBank Debtors under the Lease and Security Documents as of the Petition Date are referred to herein as the “Prepetition Obligations.” The acknowledgments and stipulations in Paragraphs D, E, F and G of these Findings of Fact and Conclusions of Law shall be binding on the KeyBank Debtors but not on any other party-in-interest in these cases, except to the extent provided in Paragraph 7 of the Final Order.

G. The KeyBank Debtors further stipulate and agree as follows:

- (1) As of the Petition Date, the Lease and Security Documents are each valid and enforceable against each of the KeyBank Debtors that is a party thereto, and none of the KeyBank Debtors possesses, and each agrees not to assert, any claim (as such term is defined in Bankruptcy Code section 101(5)), counterclaim, setoff, or defense of any kind, nature or description which would in any way affect the validity or enforceability of the Lease and Security Documents;
- (2) As of the Petition Date, the Prepetition Obligations constitute legal, valid, and binding obligations of the KeyBank Debtors, as applicable, enforceable in accordance with the terms of the Lease and Security Documents; no offsets, defenses or counterclaims to any of the Prepetition Obligations exist; no portion of the Prepetition Obligations is subject to recharacterization, disallowance, reduction or subordination pursuant to the Bankruptcy Code or non-bankruptcy law; the Prepetition Obligations constitute allowable secured claims; and the KeyBank Debtors have irrevocably waived, discharged, and released any rights they may have to challenge or object to the Prepetition Obligations, and/or to challenge or object to the security for the Prepetition Obligations;
- (3) As of the Petition Date, the Lender’s liens and security interests with respect to the KeyBank Debtors’ collateral described in the Lease and Security Documents, including but not limited to rents, accounts, cash (but only as to cash of the Key Bank Debtors that was held in the Killeen Entity Accounts on or after January 23, 2019), receivables, and/or contract rights, including the proceeds (perfected as to deposit accounts only as proceeds) of the foregoing that were deposited to the Killen Entity Accounts on or

after January 23, 2019 (collectively, the “Prepetition Collateral”) are valid, enforceable and perfected (by the filing financing statements and the recording of assignments of rents and leases with the applicable county agencies.), and are not subject to recharacterization, disallowance, reduction or subordination pursuant to the Bankruptcy Code or non-bankruptcy law. All of such financing statements and relevant instruments were validly authorized by the KeyBank Debtors and validly executed by authorized representatives of the KeyBank Debtors. Pursuant to the Lease and Security Documents, the Lender has first priority security interests in and liens on all of the Prepetition Collateral, including the Cash Collateral (defined herein) and all proceeds of the Prepetition Collateral, to secure payment of the Prepetition Obligations;

- (4) The Lender’s security interests and liens have attached to all funds (resident at a Killeen Entity Account on or after January 23, 2019) and property of the KeyBank Debtors consisting of the Prepetition Collateral and the products and proceeds thereof, and the Lender’s security interests and liens will, notwithstanding the commencement of these Chapter 11 Cases, as of the Petition Date and thereafter, attach to the products and other proceeds of the Prepetition Collateral resident at a Killen Entity Account on or after January 23, 2019. Without limiting the foregoing, the Lender’s security interests and liens attach to all cash resident at a Killen Entity Account on or after January 23, 2019, all other deposit accounts of the Key Bank Debtors, or other cash equivalents now or hereafter in the possession, custody or control of the KeyBank Debtors that constitutes the proceeds or products of the Prepetition Collateral, but specifically excluding any cash held in the Killeen Entity Accounts on or before January 22, 2019 or any other bank account held by or in the name of any of the Debtors other than the Key Bank Debtors, (the “Cash Collateral”).

H. The KeyBank Debtors have requested that the Lender consent to the KeyBank Debtors’ use of Cash Collateral and the Lender is willing to consent to the KeyBank Debtors’ use of Cash Collateral on the terms and conditions provided herein and in the Final Order. The Lender is relying on the terms, conditions, and protections provided herein and in the Final Order in so consenting.

I. The agreements and arrangements described and authorized in the Final Order have been negotiated at arm’s-length with all parties represented by counsel, are fair and reasonable under the circumstances, and are enforceable in accordance with their terms. The KeyBank Debtors and the Lender are acting in good faith with respect to the use of Cash Collateral as

provided in the Final Order. The superpriority claims, security interests and liens and other protections granted to the Lender pursuant to the Final Order (1) are fair and reasonable and satisfy the requirements of the Bankruptcy Code, and (2) will not be affected by any subsequent reversal, modification, vacatur or amendment of the Final Order or any other order, as provided in Bankruptcy Code section 363(m).

J. The liens and security interests granted to the Lender in the Final Order shall not prime or impair any validly perfected lien or security interest senior to the liens and security interests of the Lender with respect to the KeyBank Debtors' assets and properties in existence as of the Petition Date, if any (the "Prior Senior Liens"). The granting of the replacement liens, superpriority administrative claims and other agreements of the KeyBank Debtors in the Final Order constitute adequate protection to the Lender for the KeyBank Debtors' use of Cash Collateral for purposes of the Final Order.

K. Good cause has been shown for entry of the Final Order. Without use of Cash Collateral, the KeyBank Debtors will not be able to fund their day-to-day operations, including payroll for their employees and ongoing services to their residents. Unless the Court authorizes the use of Cash Collateral, the KeyBank Debtors will be unable to pay for the goods and services necessary to preserve and maximize the value of the KeyBank Debtors' assets. Accordingly, the Final Order is required to avoid immediate and irreparable harm to the KeyBank Debtors' estates. Entry of the Final Order is in the best interests of the KeyBank Debtors, their creditors, and the estates.

###End of Order###

Ordered submitted by:

/s/ E. P. Keiffer

E.P. Keiffer

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*Conflicts Counsel to the Debtors and
Debtors in Possession*

Exhibit 1

(Sorted Alphabetically)

#	Debtor Name	Case No.	EIN
1.	Alief SCC LLC	18-33987	0523
2.	Bandera SCC LLC	18-33989	0617
3.	Baytown SCC LLC	18-33992	0778
4.	Beltline SCC LLC	18-33996	7264
5.	Booker SCC LLC	18-33999	0967
6.	Bossier SCC LLC	18-34003	2017
7.	Bradford SCC LLC	18-34004	9535
8.	Brinker SCC LLC	18-34005	7304
9.	Brownwood SCC LLC	18-33968	0677
10.	Capitol SCC LLC	18-34006	1750
11.	CapWest-Texas LLC	18-34008	4897
12.	Cedar Bayou SCC LLC	18-34010	8889
13.	Clear Brook SCC LLC	18-34012	1877
14.	Colonial SCC LLC	18-34014	4385
15.	Community SCC LLC	18-33969	7951
16.	Corpus Christi SCC LLC	18-34016	9807
17.	Crestwood SCC LLC	18-34017	7349
18.	Crowley SCC LLC	18-33970	6697
19.	CTLTC Real Estate, LLC	18-34018	0202
20.	Fairpark SCC LLC	18-34020	7381
21.	Gamble Hospice Care Central LLC	18-34022	6688
22.	Gamble Hospice Care Northeast LLC	18-34025	6661
23.	Gamble Hospice Care Northwest LLC	18-34027	2044
24.	Gamble Hospice Care of Cenla LLC	18-34029	4510
25.	Green Oaks SCC LLC	18-33971	7218
26.	Harbor Lakes SCC LLC	18-33972	7299
27.	Harden HUD Holdco LLC	18-34032	1502
28.	Harden Non-HUD Holdco LLC	18-34035	3391
29.	Harden Pharmacy LLC	18-34036	1995
30.	Hearthstone SCC LLC	18-34037	9154
31.	Hewitt SCC LLC	18-33973	7237
32.	HG SCC LLC	18-34040	7415
33.	Hill Country SCC LLC	18-34043	4199
34.	Holland SCC LLC	18-33974	1427
35.	Hunters Pond SCC LLC	18-34045	2886
36.	Jacksonville SCC LLC	18-34046	4216
37.	La Hacienda SCC LLC	18-34049	1074
38.	Lakepointe SCC LLC	18-34050	7457
39.	Major Timbers LLC	18-34052	7477
40.	Marlandwood East SCC LLC	18-34054	1871

#	Debtor Name	Case No.	EIN
41.	Marlandwood West SCC LLC	18-34058	2192
42.	Meadow Creek SCC LLC	18-34064	9278
43.	Midland SCC LLC	18-34065	4231
44.	Mill Forest Road SCC LLC	18-34066	5137
45.	Mission SCC LLC	18-33975	8086
46.	Mullican SCC LLC	18-34067	7499
47.	Mystic Park SCC LLC	18-34068	1898
48.	Normandie SCC LLC	18-34069	1542
49.	Onion Creek SCC LLC	18-34070	7425
50.	Park Bend SCC LLC	18-34071	9410
51.	Pasadena SCC LLC	18-34072	1694
52.	Pecan Tree SCC LLC	18-34073	4241
53.	Pecan Valley SCC LLC	18-34074	9585
54.	Pleasantmanor SCC LLC	18-34075	7536
55.	PM Management - Allen NC LLC	18-34076	4961
56.	PM Management - Babcock NC LLC	18-34077	7829
57.	PM Management - Cedar Park NC LLC	18-34078	1050
58.	PM Management - Corpus Christi NC II LLC	18-34079	5231
59.	PM Management - Corpus Christi NC III LLC	18-34080	5129
60.	PM Management - Corsicana NC II LLC	18-34081	9281
61.	PM Management - Corsicana NC III LLC	18-34082	9353
62.	PM Management - Corsicana NC LLC	18-34083	1333
63.	PM Management - Denison NC LLC	18-34084	5022
64.	PM Management - El Paso I NC LLC	18-34085	2965
65.	PM Management - Fredericksburg NC LLC	18-34086	0599
66.	PM Management - Frisco NC LLC	18-34087	5082
67.	PM Management - Garland NC LLC	18-33979	5137
68.	PM Management - Golden Triangle NC I LLC	18-33980	9478
69.	PM Management - Golden Triangle NC II LLC	18-33981	9536
70.	PM Management - Golden Triangle NC III LLC	18-33982	9597
71.	PM Management - Golden Triangle NC IV LLC	18-33983	9654
72.	PM Management - Killeen I NC LLC	18-33984	3105
73.	PM Management - Killeen II NC LLC	18-33985	3179
74.	PM Management - Killeen III NC LLC	18-33986	3245
75.	PM Management - Lewisville NC LLC	18-33988	5296
76.	PM Management - New Braunfels NC LLC	18-33990	6293
77.	PM Management - Park Valley NC LLC	18-33991	7186
78.	PM Management - Pflugerville AL LLC	18-33993	4007
79.	PM Management – Portfolio IX NC, LLC	19-30253	1841

#	Debtor Name	Case No.	EIN
80.	PM Management – Portfolio V NC, LLC	19-30249	2086
81.	PM Management – Portfolio VI NC, LLC	19-30250	5354
82.	PM Management – Portfolio VII NC, LLC	19-30251	9728
83.	PM Management – Portfolio VIII NC, LLC	19-30252	3048
84.	PM Management - Portland AL LLC	18-33994	5018
85.	PM Management - Portland NC LLC	18-33995	4928
86.	PM Management - Round Rock AL LLC	18-33997	5304
87.	PM Management – San Antonio AL, LLC	19-30254	4069
88.	PM Management - San Antonio NC LLC	18-33998	1216
89.	Presidential SCC LLC	18-34000	1913
90.	Redoak SCC LLC	18-33976	7569
91.	Riverside SCC LLC	18-34001	1889
92.	Round Rock SCC LLC	18-34002	8936
93.	Rowlett SCC LLC	18-34007	7606
94.	Ruston SCC LLC	18-34009	0242
95.	RW SCC LLC	18-34011	7631
96.	Sagebrook SCC LLC	18-34013	9571
97.	San Angelo SCC LLC	18-34015	4254
98.	San Antonio SCC, LLC	19-30261	4923
99.	SCC Edinburg LLC	18-34019	1195
100.	SCC Hospice Holdco LLC	18-34021	3166
101.	SCC Senior Care Investments LLC	18-34023	4123
102.	SCC Socorro LLC	18-34024	5459
103.	Senior Care Center Management II LLC	18-34026	1280
104.	Senior Care Center Management LLC	18-34028	7811
105.	Senior Care Centers Home Health, LLC	18-34030	1931
106.	Senior Care Centers LLC	18-33967	8550
107.	Senior Rehab Solutions LLC	18-34031	4829
108.	Senior Rehab Solutions North Louisiana LLC	18-34033	1690
109.	Shreveport SCC LLC	18-34034	1659
110.	Solutions 2 Wellness LLC	18-34038	4065
111.	South Oaks SCC LLC	18-34039	8002
112.	Springlake ALF SCC LLC	18-34041	2436
113.	Springlake SCC LLC	18-34042	9102
114.	Stallings Court SCC LLC	18-33977	7393
115.	Stonebridge SCC LLC	18-34044	9234
116.	Stonegate SCC LLC	18-33978	3005
117.	Summer Regency SCC LLC	18-34047	7782
118.	TRISUN Healthcare LLC	18-34048	2497
119.	Valley Grande SCC LLC	18-34051	1341
120.	Vintage SCC LLC	18-34053	7710
121.	West Oaks SCC LLC	18-34055	9535

#	Debtor Name	Case No.	EIN
122.	Western Hills SCC LLC	18-34056	1922
123.	Weston Inn SCC LLC	18-34057	7871
124.	Westover Hills SCC LLC	18-34059	3303
125.	Whitesboro SCC LLC	18-34060	7745
126.	Windcrest SCC LLC	18-34061	9541
127.	Windmill SCC LLC	18-34062	8067
128.	Wurzbach SCC LLC	18-34063	9920

Exhibit 2

Lease and Security Documents

1. Master Lease dated as of February 1, 2011, as amended by First Amendment to Master Lease Agreement dated February 1, 2015, as further amended by Master Lease Addendum dated February 1, 2015, by and between HC Hill Country Associates, Ltd., H-C Associates, Ltd., HC-RW Associates, Ltd., and PM Management – Portfolio VIII NC, LLC (the “Master Lease Agreement”).

2. Sublease Agreement dated March 1, 2011, as amended by Addendum to Operating Lease dated as of February 1, 2015, by and between PM Management – Portfolio VIII NC, LLC and PM Management – Killeen I NC, LLC (the “Killeen I Sublease”).

3. Healthcare Deed of Trust, Assignment of Leases, Rents and Revenue and Security Agreement dated as of February 1, 2015, from HC-RW Associates, Ltd. to Ariel A. Mullin, Trustee, for the benefit of KeyBank National Association.

4. Healthcare Regulatory Agreement – Operator dated as of February 1, 2015 between PM Management – Killeen I NC, LLC and the U.S. Department of Housing and Urban Development (the “Killeen I Regulatory Agreement”).

5. Operator Security Agreement dated as of February 1, 2015, by and between PM Management – Killeen I NC, LLC and KeyBank National Association.

6. Assignment of Leases and Rents dated as of February 1, 2015 between PM Management – Killeen I NC, LLC and KeyBank National Association.

7. Master Lease Subordination, Non-Disturbance and Attornment Agreement dated as of February 1, 2015 by and among HC-RW Associates, Ltd., PM Management – Portfolio VIII NC, LLC, PM Management – Killeen I NC, LLC, PM Management – Killeen II NC, LLC, PM Management – Killeen III NC, LLC, KeyBank National Association, H-C Associates, Ltd., HC Hill Country Associates, Ltd.

8. Healthcare Facility Note (Multistate) dated as of February 1, 2015, HC-RW Associates, Ltd. jointly and severally promises to pay KeyBank National Association.

9. Second Lien Blocked Account Control Agreement (“Shifting Control”) dated as of February 12, 2015, by and among PM Management – Killeen I NC, LLC, KeyBank National Association, and JPMorgan Chase Bank, NA.

10. Sublease Agreement dated March 1, 2011, as amended by Addendum to Operating Lease dated as of February 1, 2015, by and between PM Management – Portfolio VIII NC, LLC and PM Management – Killeen III NC, LLC (the “Killeen III Sublease”).

11. Healthcare Deed of Trust, Assignment of Leases, Rents and Revenue and Security Agreement dated as of February 1, 2015, from HC Hill Country Associates, Ltd. to Ariel A. Mullin, Trustee, for the benefit of KeyBank National Association.

12. Healthcare Regulatory Agreement – Operator dated as of February 1, 2015, between PM Management – Killeen III NC, LLC and the U.S. Department of Housing and Urban Development (the “Killeen III Regulatory Agreement”).

13. Operator Security Agreement dated as of February 1, 2015, by and between PM Management – Killeen III NC, LLC and Keybank National Association.

14. Assignment of Leases and Rents dated as of February 1, 2015 between PM Management – Killeen III NC, LLC and Keybank National Association.

15. Master Lease Subordination, Non-Disturbance and Attornment Agreement dated as of February 1, 2015, by and among HC Hill Country Associates, Ltd., PM Management – Portfolio VIII NC, LLC, PM Management – Killeen I NC, LLC, PM Management – Killeen II NC, LLC, PM Management – Killeen III NC, LLC, Key Bank National Association, HC-RW Associates, Ltd., and H-C Associates, Ltd.

16. Healthcare Facility Note (Multistate) dated as of February 1, 2015, HC Hill Country Associates, Ltd., jointly and severally promises to pay KeyBank National Association.

17. Operator Security Agreement dated as of February 1, 2015, by and between PM Management – Killeen III NC, LLC and Key Bank National Association.

18. Assignment of Leases and Rents dated as of February 1, 2015, by and between PM Management – Killeen III NC, LLC and Key Bank National Association.

19. Guaranty dated as of January 31, 2011, made by Harden Healthcare, LLC, in favor of HC Hill Country Associates, Ltd., H-C Associates, Ltd., HC-RW Associates, Ltd. and Los Hermanos & Associates, Ltd.

20. Sublease Agreement dated as of March 1, 2011, by and between PM Management – Portfolio VIII NC, LLC and PM Management – Killeen XXX NC, LLC.

21. Second Lien Blocked Account Control Agreement (“Shifting Control”) dated as of February 12, 2015, by and among PM Management – Killeen III NC, LLC, KeyBank National Association, and JPMorgan Chase Bank, NA.

22. Blocked Account Control Agreement (“Government Receivables”) dated as of February 12, 2015, by and among PM Management – Killeen III NC, LLC, CIT Finance, LLC, KeyBank National Association, and JP Morgan Chase Bank NA.

23. Sublease Agreement dated March 1, 2011, as amended by Addendum to Operating Lease dated as of February 1, 2015, by and between PM Management – Portfolio VIII NC, LLC and PM Management – Killeen II NC, LLC (the “Killeen II Sublease” and together with the Killeen I Sublease and the Killeen III Sublease, the “Sublease Agreements”).

24. Healthcare Deed of Trust, Assignment of Leases, Rents and Revenue and Security Agreement dated as of February 1, 2015 from H-C Associates, Ltd. to Ariel A. Mullin, Trustee, for the benefit of KeyBank National Association.

25. Healthcare Regulatory Agreement – Operator dated as of February 1, 2015 between PM Management – Killeen II NC, LLC and U.S. Department of Housing and Urban Development (the “Killeen II Regulatory Agreement” and together with the Killeen I Regulatory Agreement and the Killeen III Regulatory Agreement, the “Regulatory Agreements”).

26. Operator Security Agreement dated as of February 1, 2015, by and between PM Management – Killeen II NC, LLC and KeyBank National Association.

27. Assignment of Leases and Rents dated as of February 1, 2015, by and between PM Management – Killeen II NC, LLC and KeyBank National Association.

28. Master Lease Subordination, Non-Disturbance and Attornment Agreement dated as of February 1, 2015, by and among H-C Associates, Ltd., PM Management – Portfolio VIII NC, LLC, PM Management – Killeen I NC, LLC, PM Management – Killeen II NC, LLC, PM Management – Killeen III NC, LLC, HC-RW Associates, Ltd., HC Hill Country Associates, Ltd., and Key Bank National Association.

29. Healthcare Facility Note (Multistate) dated as of February 1, 2015, H-C Associates, Ltd., jointly and severally promises to pay KeyBank National Association.

30. Second Lien Blocked Account Control Agreement (“Shifting Control”) dated as of February 12, 2015, by and among PM Management – Killeen II NC, LLC, KeyBank National Association, and JPMorgan Chase Bank, NA.

31. Blocked Account Control Agreement (“Government Receivables”) dated as of February 12, 2015, by and among PM Management – Killeen II NC, LLC, CIT Finance, LLC, KeyBank National Association, and JP Morgan Chase Bank NA.